

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 19, 2006

Division: Growth Management

Bulk Item: Yes X No

Department: Planning

Staff Contact Person: Ty Symroski

AGENDA ITEM WORDING:

Approval of a contract with Carter and Burgess to complete the Lower Keys Corridor Enhancement Plan (approximately Mile Marker 14.5 to 29).

ITEM BACKGROUND:

A US-1 Corridor Enhancement Plan is completed for each community as part of the on-going Livable CommuniKeys Program. Funding for the completion of these corridor enhancement plans have come from the Florida Department of Transportation.

PREVIOUS RELEVANT BOCC ACTION:

July 20, 2005-BOCC approves issuance of Request for Qualification (RFQ) to retain services of consultant to prepare the Sugarloaf to Little Torch Key US-1 Corridor Enhancement Plan.

April 2006-BOCC approves negotiation of a contract with the Carter-Burgess as the top ranked firm.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATION:

Approval.

TOTAL COST: \$150,000

BUDGETED: Yes X No

COST TO COUNTY: \$125,000

SOURCE OF FUNDS: FDOT Grant
AI-893-\$125,000
148-51000-530340-\$25,000

REVENUE PRODUCING: Yes No X

AMOUNT PER MONTH **Year**

APPROVED BY: County Atty X *make* OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:



Ty Symroski

DOCUMENTATION: Included X

Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Carter & Burgess Inc. Contract # _____
 Effective Date: July 19, 2006
 Expiration Date: 285 calendar days after
Notice to Proceed

Contract Purpose/Description:

This contract is for consultant services to complete the US-1 Corridor Enhancement Plan for Lower Keys segment (BayPoint MM 14.5 to Little Torch Key MM 29).

Contract Manager: Aref Joulani 2523 Planning and Environmental
(Name) (Ext.) Resources
(Department/Stop #)

for BOCC meeting on July 19, 2006 Agenda Deadline: July 5, 2006

CONTRACT COSTS

Total Dollar Value of Contract: \$ 150,000 Current Year Portion: \$ 150,000
 Budgeted? Yes ☒ No ☐ Account Codes: 125-50501-53049-GW0114-530340-\$125,000
 Grant: \$ 125,000 148-51000-530340-\$25,000
 County Match: \$ 25,000 _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$0/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>7/7/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	
Risk Management	<u>7-6-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7-6-06</u>
O.M.B./Purchasing	<u>6/15/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/6/06</u>
County Attorney	<u>6/30/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/5/06</u>

Comments:

AGREEMENT FOR PROFESSIONAL SERVICES FOR THE COMPLETION OF THE US-1 LOWER KEYS CORRIDOR MASTER PLAN

This Agreement ("Agreement") made and entered into this ____ day of _____, 2006 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

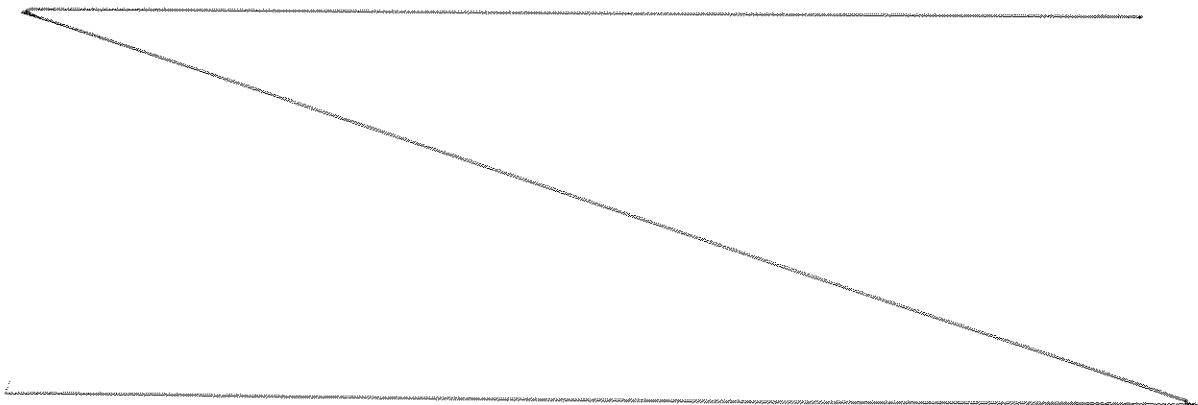
Carter and Burgess, Inc., a corporation of the State of Texas, whose address is 6363 NW 6th Way, Suite 300, Ft. Lauderdale, FL 33309 its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT for the completion of the Lower Keys (Mile Marker 14.5 to Mile Marker 29) US-1 Corridor Enhancement Plan; and

WHEREAS, CONSULTANT has agreed to provide professional services which shall include but not be limited to, conducting a site assessment and design inventory, identification of alternatives, preparation of final alternatives and development of an implementation plan, which services shall collectively be referred to as the "Project";

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:



FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

- 1.1.1** The CONSULTANT is professionally qualified to act as the CONSULTANT for the Project and is licensed to provide the designated services by all public entities having jurisdiction over the CONSULTANT and the Project;
- 1.1.2** The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;
- 1.1.3** The CONSULTANT has become generally familiar with the Project sites and the local conditions under which the Work is to be completed.
- 1.1.4** The CONSULTANT shall prepare all documents required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in the subsequent implementation phases and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional cost due to missing or incorrect information;
- 1.1.5** The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.
- 1.1.6** The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit, for the COUNTY'S and its representatives information, a schedule for the performance of the CONSULTANT'S services which may be adjusted as the Project proceeds if approved by the COUNTY, and shall include allowances for periods of time required for the COUNTY'S review, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the COUNTY may not be exceeded by the CONSULTANT except for delay caused by events not within the control of the CONSULTANT or foreseeable by him.
- 1.1.7** CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY, nor shall they accrue any of the rights or benefits of a COUNTY employee.

1.2 WARRANTIES – EXCLUSION OR LIMITATION

CONSULTANT does not make, give or extend, and the COUNTY waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of this agreement, or the work, including without limitation any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this agreement.

1.3 LIMITATION OF DAMAGES

Notwithstanding any other provision of this Agreement to the contrary, the parties hereto mutually agree that neither party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this Agreement or applicable law, including but not limited to claims based on contract, equity, negligence, intended conduct, tort or otherwise (including breach of warranty, negligence and strict liability in tort).

ARTICLE II

SCOPE OF CONSULTANT'S BASIC SERVICE

2.1 DEFINITION

2.1.1 CONSULTANT'S Basic Services consist of those described in Paragraphs 2.2 through 2.6. The CONSULTANT shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY.

2.1.2 Project schedule is as follows:

- Task I – Administration and Management of Work Plan (\$5,500)
- Task II – Initial Site Assessment and Design Inventory (\$20,030)
- Task III – Identification of Alternatives (\$43,235)
- Task IV – Final Alternatives (\$47,500)
- Task V – Implementation Plan (\$33,735)

Note: Activities listed above may occur concurrently.

2.2 – ADMINISTRATION AND MANAGEMENT OF WORK PLAN

Purpose: This task addresses the elements of overall project management and administration of the work for the Baypoint to Little Torch Key US-1 Corridor Enhancement Plan. Project management and administration both rely on a close working relationship with Monroe County, and

products that are important to the overall management of the project are provided for herein.

2.2.1 Management and Administration

Objective: To track the project schedule, reports and milestones; and manage the critical path (the series of activities that must be completed as planned to keep the study on schedule).

Methodology: The Consultant Project Manager and supporting administrative staff will be dedicated to keeping the project on schedule and organized.

Activities:

1. Preparation and maintenance of a project management system with complete file control system to manage the documents produced.
2. Preparation of monthly progress reports.
3. Monthly progress meetings (via teleconference or in person) with the Monroe County Project Manager.

Deliverables: Progress reports, status briefings, agendas, minutes, correspondence, billings, project records, and document control.

2.2.2 Project Scheduling

Objective: To prepare a project schedule in order to manage the workflow in a timely fashion and to ensure that critical work is completed to prevent delays to related work.

Methodology: The Consultant Project Manager will prepare a detail project schedule showing the steps necessary to complete all of the project tasks within the given schedule. The schedule will be updated as needed.

Activities:

1. Preparation of schedule in bar chart format (using Microsoft Project). Identified on the schedule will be work items, tasks, and milestones that affect Monroe County and other parties.
2. Preparation of schedule narrative. This is a brief description of the work, the basis for each event duration and all major assumptions used to develop the schedule.
3. Review schedule with County Project Manager and revise as necessary.

Deliverables: Project schedule, updated as necessary. The schedule will be provided to Monroe County in hard copy and electronic (PDF) format.

2.3 – INITIAL SITE ASSESSMENT AND DESIGN INVENTORY

Purpose: This purpose of this task is to identify existing opportunities and challenges within the study area by engaging affected agencies and the public in discussions about the US-1 Corridor, reviewing existing information, and conducting field reviews.

2.3.1 Collect and review data, maps and other information from the Planning Department

Objective: To collect all pertinent, readily available, existing information on the project; review this information; and prepare a summary of appropriate details.

Methodology: The County and Consultant Project Managers will work together to identify appropriate background information. The County Project Manager will determine what information is readily available and provide a list of these documents to the Consultant Project Manager. All information available from the Planning Department will be provided to the Consultant in either hard copy or electronic format. Information available from other County departments or agencies will be collected by the Consultant, with any necessary assistance from the County's Project Manager.

Activities:

1. Identification of appropriate background information, such as recent traffic counts/volumes, programmed capital improvements, zoning and future land uses within the study area, location of underground utilities, right-of-way lines, as-built drawings for roadways, proposed development plans, and improvement plans/studies completed by other agencies.
2. Prepare list of available information and sources
3. Establish scope of inventory required for appropriate study area, and likely timeframes that are necessary to complete required field work.

Deliverables: List of available information and sources and additional data needs.

2.3.2 Preliminary corridor assessment and design inventory

Objective: To conduct an on-site review of the project corridor to establish existing conditions and characteristics in preparation for kick-off tour with governmental representatives.

Methodology: The Consultant's team of landscape architects, designers, engineers and planners will tour the corridor in a single vehicle, accompanied by the County's Project Manager. The Consultant will record information on the following on a series of corridor maps: above ground utilities, mature tree locations, lane widths, traffic signals, bike and pedestrian amenities, driveway access, location of existing adjacent structures, existing land uses and names of nonresidential uses, and points of historical, archaeological or ecological interest.

- Activities:
1. Identify date for preliminary corridor assessment.
 2. Arrange for vehicle and other required materials.
 3. Conduct corridor assessment.
 4. Define boundaries of the study area.
 5. Create summary of findings and develop handout for use during kick-off tour.

Deliverables: Summary of corridor assessment and handout for kick-off tour.

2.3.3 Kick-off corridor tour

Objective: To conduct an on-site review of the project corridor with governmental agency representatives to identify the range of issues, areas of focus, and additional stakeholders to include in the project.

Methodology: The Consultant's team of landscape architects, designers and planners will tour the corridor in vehicles, accompanied by the County's Project Manager and the governmental agency representatives identified by the County in Task 2. The Consultant will record comments and observations made by participants and lead discussion on appropriate issues identified during the preliminary corridor assessment. To ensure thorough documentation of comments, voice and/or video recordings of the tour may be used.

- Activities:
1. Identify date for corridor assessment.
 2. Arrange for vehicle(s) and other required materials (such as base map on the aerial with information from preliminary assessment depicted).
 3. Conduct corridor assessment.
 4. Create summary of comments.

Deliverables: Summary of kick-off corridor tour.

2.3.4 Existing conditions and design inventory report

Objective: Prepare a document that identifies existing conditions, design features, and community character within the corridor, including an assessment of opportunities and constraints.

Methodology: Use information collected during the review of existing documents and the corridor assessment to create an existing conditions report.

- Activities:
1. Prepare draft text and graphics for report.

2. Transmit draft to County for review.
3. Review and discuss revisions to draft.
4. Prepare final version of the report.

Deliverables: Draft and final reports (3 bound and 1 unbound hard copies and electronic versions).

2.4 – IDENTIFICATION OF ALTERNATIVES

Purpose: This purpose of this task is to develop alternative solutions for improving the corridor. These alternatives will be based on information obtained during Task 2 and a set of public workshops.

2.4.1 Workshops

Objective: Establish the community's vision for the US-1 Corridor.

Methodology: Present information on relevant design concepts, stimulate discussion about US-1 on each Key/subarea, and develop preliminary design alternatives for each Key/subarea. Engage the community in a discussion of the corridor and assist them in establishing a vision for each area. Develop vision/goal statements for each subarea.

- Activities:
1. Identify location(s) for workshops at both the northern and southern end of the corridor.
 2. Select dates and times for workshops that minimize conflict with other known meetings or events.
 3. Prepare presentation that explains purpose of the project, relevant streetscape design concepts, and summarizes the opportunities and constraints along the corridor for each Key/subarea.
 4. Prepare preliminary enhancement designs for each Key/subarea.
 5. Summary of possible incentives to encourage private property owners to participate in improvements.
 6. Review materials with County.
 7. Prepare additional materials (sign-in sheets, comment forms, handouts, etc.)
 8. Conduct workshops.

Deliverables: Draft presentation and enhancement plans for each Key/subarea, summary of private property incentives, workshop materials, and "final" version of enhancement designs to be presented to the public.

2.4.2 Documentation of workshops

Objective: Prepare a written report that documents the information presented and comments received during the workshops.

Methodology: Compile information from comment forms, flip charts and table exercises to create written summary with graphic depictions of enhancement concepts.

Activities:

1. Prepare written summary of workshops.
2. Revise preliminary enhancement plans for each Key/subarea to reflect comments received during workshops.
3. Provide draft report to County for review.
4. Discuss comments with County.
5. Revise report and produce final version.

Deliverables: Draft and final reports (3 bound and 1 unbound hard copies and electronic versions).

2.5 – FINAL ALTERNATIVES

Purpose: To prepare a final set of corridor enhancement alternatives that will be evaluated using a series of criteria and presented to the community for their endorsement.

2.5.1 Prepare design alternatives

Objective: To create up to two formal enhancement design plans for each Key/subarea.

Methodology: Convert hand drawn concepts to computer designed enhancement plans and present these plans to the County and stakeholders for review.

Activities:

1. Create base sheet for each Key/subarea using digital information collected from appropriate sources in Task 3.
2. Add proposed enhancements to base layers. Up to two alternatives will be developed for each Key/subarea.
3. Present plans to County and stakeholders for review and discussion.
4. One-time revisions to final enhancement plans as necessary based on feedback.
5. Combine all final enhancement plans into one final master plan.

Deliverables: Draft and final enhancement plans for each Key/subarea.

2.5.2 Preliminary cost estimates

Objective: Develop an estimate of capital for each alternative.

Methodology: Prepare cost estimates using the best available information.

- Activities:
1. Develop preliminary estimates of probable construction costs (lump sum).
 2. Identify a maintenance schedule for each plan.
 4. Present cost estimates to County with plans for review and discussion.
 5. One-time revisions to cost estimates as necessary based on feedback.

Deliverables: Preliminary cost estimates and maintenance schedule for each Key/subarea master plan.

2.5.3 Evaluation of alternatives

Objective: Identify evaluation criteria that will assist the community in selecting an enhancement plan that fulfills their combined goals, apply these criteria to identify the most appropriate plan for each Key/subarea, present results to public, and document the process.

Methodology: Use information gathered during previous tasks to identify goals and evaluation criteria for each Key/subarea. Complete evaluation of each plan based on identified technical (objective) and design/aesthetic (subjective) criteria. Conduct public workshops (no more than two) to present evaluation findings and obtain input. Prepare written report that includes text and graphics explaining evaluation process and the results.

- Activities:
1. Create evaluation matrix for each Key/subarea that shows goals.
 2. Identify evaluation criteria to measure achievement of goals.
 3. Present draft criteria to County for review, and revise as necessary.
 4. Complete evaluation matrix for technical (objective) criteria.
 5. Establish scale for design/aesthetic (subjective) criteria.
 6. Present completed evaluation matrix to County and stakeholders and work through evaluation of design/aesthetic criteria with group. Finalize matrix based on results of meeting.
 8. Identify best scoring alternative for each Key/subarea.

9. Identify location, date(s) and time(s) for workshop(s); prepare presentation describing plans and evaluation process; prepare materials for final workshops.
10. Conduct workshop(s) (Consultant will participate in up to two workshops).
11. Prepare draft report and submit to County for review.
12. Revise report as necessary.

Deliverables: Draft and final evaluation criteria and matrix for each Key/subarea; draft presentation and workshop materials for each Key/subarea, additional workshop materials, and draft and final evaluation process reports (3 bound and 1 unbound hard copies and electronic version).

2.6 – IMPLEMENTATION PLAN

Purpose: Develop a plan for implementing the enhancement plans for each Key/subarea on the US-1 Corridor.

2.6.1 Prepare final selected enhancement plans

Objective: Develop a set of plans that shows the community endorsed enhancements for each Key/subarea and its associated implementation program. (Note: These final plans will not be construction documents.)

Methodology: Revise existing computer designs to incorporate any revisions resulting from Task 5.

- Activities:
1. Revise plans for each Key/subarea as necessary.
 2. Present plans to County for review and discussion.
 3. Revise plans as necessary based on feedback.

Deliverables: Final draft and final selected enhancement plans for each Key/subarea.

2.6.2 Prepare ordinance/general design guideline language

Objective: Develop language/general design guidelines to implement design concepts within the corridor.

Methodology: Prepare revised Code language or general design guidelines for the corridor.

- Activities:
1. Determine appropriate mechanism to implement enhancements and discuss approach with County.
 2. Review existing Code to identify required changes.

3. Prepare revised language to be adopted into Code or prepare general design guidelines for use in corridor.

Deliverables: Draft ordinance language or general design guidelines.

2.6.3 Implementation Plan

Objective: Identify the steps necessary to implement the plan for each Key/subarea.

Methodology: Separate plans into component tasks and identify the measures necessary to implement each plan.

- Activities:
1. Separate each plan into its component tasks and establish an order for those tasks.
 2. Develop a proposed schedule for completing each subarea plan.

Deliverables: (Will be included in deliverable for task 6.4.)

2.6.4 Draft report on the US-1 Corridor enhancement plans

Objective: Produce a document that includes the results from Tasks 2 through 6 that explains how the project was conducted and its results.

Methodology: Incorporate deliverables from Tasks 2 through 4 into one document and add the additional information from Task 5 to create a nearly complete record of the project.

- Activities:
1. Combine documents from Tasks 2 to 4.
 2. Prepare written portion to accompany final plans, cost estimates and implementation program.
 3. Submit draft report to County for review.

Deliverables: Draft report (hard copies and electronic format that can be edited by County).

2.7 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES

- 2.7.1** The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

2.8 WRITTEN NOTICE

Any notices sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery.

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. The correspondence shall be directed to:

Mr. Thomas Willi
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

And: Mr. Aref Joulani, Sr. Director
Planning and Environmental Resources Department
2798 Overseas Hwy., Suite 410
Marathon, Florida 33050

Notice to the CONSULTANT shall be delivered to:
Jill J. Quigley, AICP, Project Manager
Carter & Burgess, Inc.
6363 NW 6th Way, Suite 300
Ft. Lauderdale, FL 33309

ARTICLE III **ADDITIONAL SERVICE**

- 3.1** The services described in this Article III are not included in Basic Services. They shall be paid for by the COUNTY as an addition to the compensation paid for the Basic Services but only if approved by the COUNTY before commencement, and are as follows:
- A. Providing services of CONSULTANTS for other than the previously listed consulting scope of the Project provided as a part of Basic Services.
 - B. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted consulting practice.
 - C. Providing representation before public bodies in connection with the Project, upon approval by COUNTY.
- 3.2** If Additional Services are required, such as those listed above, the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

ARTICLE IV

COUNTY'S RESPONSIBILITIES

- 4.1 The COUNTY shall provide full information regarding requirements for the Project including objectives, schedule, constraints and criteria.
- 4.2 The COUNTY shall designate a representative to act on the COUNTY'S behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.
- 4.3 Prompt written notice shall be given by the COUNTY and its representative to the CONSULTANT if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.8.
- 4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.
- 4.5 The COUNTY'S review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY'S criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.
- 4.6 The COUNTY shall provide copies of necessary documents required to complete the work.
- 4.7 Any information that may be of assistance to the CONSULTANT that the COUNTY has immediate access to will be provided as requested.

ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

The CONSULTANT covenants and agrees to indemnify and hold harmless COUNTY, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by CONSULTANT or its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONSULTANT, its Subcontractor(s) in any tier, their officers, employees, servants and agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Planner/Architect/Engineer/Consultant's failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the CONSULTANT is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

ARTICLE VI **PERSONNEL**

6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
Jill Quigley, AICP_____	Project Manager/Principal Planner
Karl Peterson, P.E._____	Project Director/Traffic Engineer____
Brett Nein, ASLA_____	Principal Landscape Architect_____
Karen Kiselewski, AICP_____	Senior Planner_____
Jim Leslie, ASLA_____	Senior Landscape Architect_____
Mike Grosswirth_____	Senior Designer_____
Vikas Jain, AICP_____	Project Planner/GIS Specialist_____
Preeti Solanki_____	Project Planner_____
Mike Leary_____	Designer/CADD Technician_____
Hagit Bergman_____	Designer/CADD Technician_____
Deanna Gray_____	Administrative Assistant_____

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change within ten (10) working days.

ARTICLE VII **COMPENSATION**

7.1 CONTRACT SUM

7.1.1 The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT'S performance of this Agreement as follows: \$150,000.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid a lump sum based upon completion of tasks. The lump sum to be paid is delineated in 2.1.2 following each task.

- (A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward;
- (B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered.

7.3 REIMBURSABLE EXPENSES

7.3.1 Reimbursable expenses include expenses incurred by the CONSULTANT in the interest of the project outside of the basic scope of work:

- a. Expense of transportation submitted by CONSULTANT, in writing, and living expenses in connection with travel authorized by the COUNTY, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes;
- b. Reproductions as requested only by the COUNTY (beyond 6 complete reports in electronic and printed format, plus one complete reproducible set);
- c. Postage and handling of reports;

7.4 BUDGET

- 7.4.1** The CONSULTANT may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY'S Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY'S Board of County Commissioners.
- 7.4.2** The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

ARTICLE VIII **INSURANCE**

- 8.1** The CONSULTANT shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify the COUNTY from any and all increased expenses resulting from such delay.
- 8.2** The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.
- 8.3** CONSULTANT shall obtain and maintain the following policies:
- A. Workers' Compensation insurance as required by the State of Florida.
 - B. Employers Liability Insurance with limits of \$500,000 per Accident, \$500,000 Disease, policy limits, \$500,000 Disease each employee.
 - C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with Three Hundred Thousand Dollars (\$300,000.00) combined single limit and if split limits are provided, the minimum limits acceptable shall be:
 - \$100,000 per Person
 - \$300,000 per Occurrence

\$ 50,000 Property Damage

- D. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONSULTANT or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with Five Hundred Thousand Dollars (\$500,000) combined single limit. If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

- E. Professional liability insurance of Five hundred thousand (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate. If the policy is a "claims made" policy, CONSULTANT shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.
- F. COUNTY shall be named as an additional insured with respect to CONSULTANT'S liabilities hereunder in insurance coverages identified in Paragraphs C and D.
- G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.
- H. CONSULTANT shall provide to the COUNTY certificates of insurance.

ARTICLE IX

MISCELLANEOUS

9.1 SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

9.2 OWNERSHIP OF THE PROJECT DOCUMENTS

The documents prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

CONSULTANT is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product under this Agreement, regardless of whether CONSULTANT has resigned, this Agreement has been terminated, CONSULTANT'S scope of services has been modified or CONSULTANT'S services under this Agreement have been completed.

Notwithstanding any other provision of this Agreement to the contrary, the COUNTY agrees that CONSULTANT shall not be liable to COUNTY for damages of any party, including third parties, arising directly or indirectly from the COUNTY'S use, reuse, modification, or making of derivative works of the project document.

9.3 ELECTRONIC MEDIA

A. Limit Use to Hard Copies. As a component of the Services provided under this Agreement, CONSULTANT may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of the COUNTY. COUNTY and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by CONSULTANT to COUNTY. If there is any discrepancy between any Electronic Files and the corresponding Hard Copy, the Hard Copy controls.

B. No Warranty of Compatibility. CONSULTANT does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by COUNTY or its consultants, contractors and subcontractors. CONSULTANT is not responsible for any problems in the interaction of the Electronic Files with other software used by COUNTY or its consultants, contractors and subcontractors.

9.4 SUCCESSORS AND ASSIGNS

The CONSULTANT shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the COUNTY. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

9.5 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.6 TERMINATION

Either party hereto may terminate this Agreement upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein; provided, that the other party fails to provide a cure within seven days after receipt of such notice. The COUNTY

may terminate this Agreement without cause upon giving fifteen (15) days written notice to the CONSULTANT. If the COUNTY utilizes this provision, the termination shall supersede any obligation under paragraph 9.16. Termination expenses shall be paid and shall include normal expenses until date of termination or any additional services required in order to stop performance of services, subject to County audit for verification. Consultant shall not incur additional expenses not directly related to termination of this agreement.

9.7 CONTRACT DOCUMENTS

This contract consists of (Articles I-IX), the CONSULTANT'S response to the RFQ, and attachments of County Forms, Tab 6 of the RFQ. In the event of any conflict between any of the Contract documents, the one imposing the greater burden on the CONSULTANT will control.

9.8 PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY'S competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

9.9 MAINTENANCE OF RECORDS

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally

accepted accounting principles consistently applied. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.

9.10 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONSULTANT agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury. The COUNTY and CONSULTANT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of the parties, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

9.11 SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.12 ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party in a final, non-appealable order by a court of competent jurisdiction shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

9.13 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

9.14 AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

9.15 CLAIMS FOR FEDERAL OR STATE AID

CONSULTANT and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

9.16 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

9.17 COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.18 NONDISCRIMINATION

CONSULTANT and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONSULTANT or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination

on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

9.19 COVENANT OF NO INTEREST

CONSULTANT and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

9.20 CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

9.21 NO SOLICITATION/PAYMENT

The CONSULTANT and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.22 PUBLIC ACCESS.

The CONSULTANT and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

9.23 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

9.24 PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

9.25 LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

9.26 NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONSULTANT and the COUNTY agree that neither the CONSULTANT nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of

individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

9.27 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONSULTANT agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

9.28 NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

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AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE COMPLETION OF THE
US-1 LOWER KEYS CORRIDOR MASTER PLAN

9.29 EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

**BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date: _____

(Seal)
Attest:

CONSULTANT

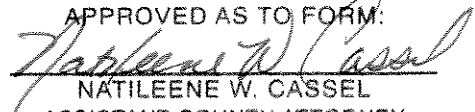
BY: _____

By: _____

Title: _____

Title: _____

END OF AGREEMENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 4/5/06

Proposed Schedule* for Baypoint to Little Torch Corridor Enhancement Plan

Task 1: Initial Site Assessment and Design Inventory	Requires 60 calendar days from notice to proceed.
Task 2: Identification of Alternatives	Requires 45 to 60 calendar days from completion of Task 1.
Task 3: Final Preferred Set of Corridor Alternatives	Requires 90 calendar days from the public workshops (dates for these are to be set by the County in conjunction with the community).
Task 4: Implementation Plan	Requires 75 calendar days from completion of Task 3.
Total time required to complete Tasks 1-4 is 285 calendar days, or 9½ months.	

*Carter & Burgess, Inc. is not responsible for delays in the schedule that may be caused by non-Carter & Burgess persons, natural disasters, and other unforeseen conditions.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2006

PRODUCER

Wm Rigg Co, Inc. - Ft. Worth
777 Main Street, Suite C50
Fort Worth TX 76102
(817) 820-8202

(817) 870-0310

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Carter & Burgess, Inc.

1000 Legion Place #1400
Orlando FL 32801-1041

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Co.

19437

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

MONROE COUNTY

RISK MANAGEMENT

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions	6761005	7/1/2006	7/1/2007	\$10,000,000 Limit \$500,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: C & B Project No. 470388 Lower Keys (Mile Marker 14.5 to Mile Marker 29) US-1 Corridor
Enhancement Plan

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE